

NORTH CAROLINA

WAKE COUNTY

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS is entered into by and between Petitioner, Gretchen Aycock (hereinafter "Aycock" or "Petitioner") and Respondent, North Carolina Department of Administration (hereinafter "NCDOA").

1. Petitioner is currently employed by NCDOA as an attorney at the Journey Level in the Human Resources Management division (hereinafter "HRM") of NCDOA.

2. By letter dated October 29, 2013, Petitioner received notice that her position had been designated as exempt by Respondent.

3. On November 27, 2013, Petitioner filed a Petition for Contested Case Hearing with the Office of Administrative Hearings challenging the designation of her position as exempt (13 OSP 19656).

4. Counsel for Petitioner and Respondent have conferred in an effort to reach a mutually agreeable resolution of these matters.

5. In order to avoid further controversy, time, expense, litigation, and inconvenience, the parties have agreed upon a full and final settlement of all matters at issue and now desire the settlement to be memorialized in this Settlement Agreement upon the following terms and conditions.

6a. **Petitioner's Release and Covenant Not to Sue.** Petitioner hereby forever releases, discharges and waives any claims or causes of action, including any administrative claim, or claim under state or federal law, or other demand or proceeding of any kind against Respondent,

whether now possessed or hereafter acquired, and all past or present agents and employees of the Respondent in their official and individual capacities related to and/or arising out of the designation of her position as exempt which resulted in the filing of a contested case, 13 OSP 19656, and/or any other claim against Respondent which Petitioner may have to and including the date of execution of this agreement arising from her employment by Respondent.

6b. **Respondent's Release and Covenant Not To Sue.** Respondent hereby forever releases, discharges and waives any claims, causes of action, including any administrative claim, or claim under state or federal law, or other demand or proceeding of any kind against Petitioner, her successors, heirs and/or assigns, arising out of Petitioner's employment with Respondent, and/or any other claim against Petitioner which Respondent may have to and including the date of execution of this agreement by Petitioner.

7. **Voluntary Dismissal With Prejudice of Contested Case.** Petitioner agrees to withdraw her Petition for Contested Case Hearing in this action 13 OSP 19656, by executing a Notice of Voluntary Dismissal With Prejudice and filing same with the Office of Administrative Hearings at such time as the terms of this Settlement Agreement and Release are effective.

8. **Offer of Employment.** Upon execution of this Settlement Agreement and Release and entry of Voluntary Dismissal with Prejudice by Petitioner, Respondent shall provide Petitioner a written offer of employment in an Attorney Journey position in state government at the same salary and benefit level as Petitioner's present position. The new position is subject to the provisions of the State Personnel Act. Petitioner has agreed to accept this offer of employment and acknowledges that upon her acceptance, she will assume her new position effective March 1, 2014.

9. **No Admission of Liability.** Each party understands and agrees that this Settlement Agreement and Release is a compromise settlement of a disputed claim and is intended merely to terminate any and all claims and to avoid further litigation. Entering into this agreement is not to be construed as an admission of liability. Respondent expressly denies liability.

10. **Consideration.** Petitioner hereby acknowledges and agrees that the terms and conditions of this Settlement Agreement and Release constitute fair and adequate consideration for her release of claims against Respondent and entry of Voluntary Dismissal with Prejudice.

11. **Attorney's Fees.** Petitioner has agreed to resolution of her claims without payment of attorneys fees by Respondent.

12. **Future Cooperation.** The parties agree to cooperate fully, to execute any and all supplementary documents, and to take all additional actions that may be necessary to give full force and effect to the terms of this Settlement Agreement and Release.

13. **Review by Attorney General.** The parties hereby acknowledge their joint understanding that this Settlement Agreement is not subject to review by the Attorney General pursuant to N.C. Gen. Stat. § 114-2.4.

14. **Entire Agreement.** This Settlement Agreement and Release contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this settlement except as expressly set forth herein.

15. **Public Record.** The parties acknowledge that this Agreement is subject to the provisions of N.C. Gen. Stat. § 132-1.3 and that it is subject to disclosure as a public record.

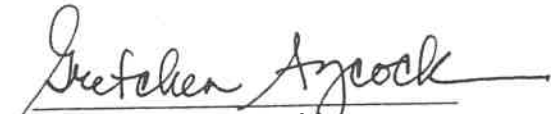
16. **Reading of Agreement.** Petitioner hereby acknowledges that she has read this Settlement Agreement and Release, conferred with her attorney, fully understands its contents, consents to the settlement of the claim on the terms set forth herein, and does so in reliance upon

her own judgment and advice of her attorney and not in reliance on any other representations or promises of NCDOA or its representatives or attorneys.

17. This agreement shall be construed according to North Carolina law and enforceable only in the courts of this State.

IN WITNESS WHEREOF, this Settlement Agreement and Release of All Claims is executed in duplicate originals as indicated below:

This the ____ day of February 2014.

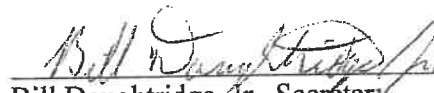

Gretchen Aycock, Petitioner

Sworn to and subscribed before me this
the 27 day of February, 2014.


Notary Public

My Commission expires:

4/10/18

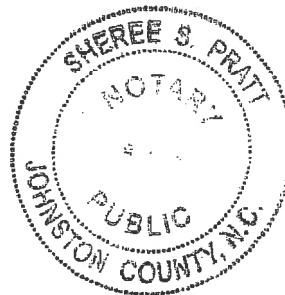

Bill Daughtridge, Jr., Secretary
NC Department of Administration


Sworn to and subscribed before me this
the 25 day of February, 2014.


Notary Public

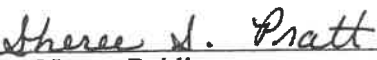
My Commission expires:

Sept. 8, 2018



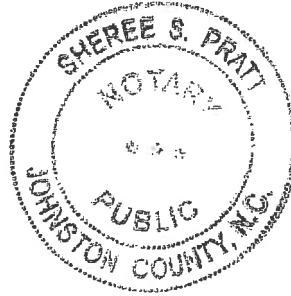

Christine Midgette
Human Resources Director
North Carolina Department of Administration

Sworn to and subscribed before me this
the 25 day of February, 2014.


Notary Public

My Commission expires:

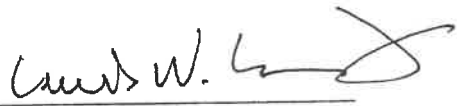
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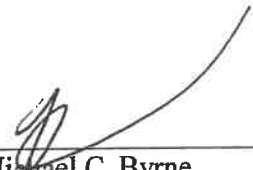
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